

REMARKS

Applicant thanks the Examiner for the thorough consideration given to the present application and the courtesies extended to applicant's representative during a telephone interview on August 30, 2001. During that interview, the Examiner indicated that these new claims necessitate further consideration.

Claims 15-21 remain pending in the present application. Claims 1-14 have been cancelled and Claims 15-21 have been added to the present application. The basis for the above amendments may be found throughout the specification, drawings and claims as originally filed. The Examiner is respectfully requested to reconsider and withdraw his rejections in view of the above amendments and remarks as set forth below.

SPECIFICATION

The Examiner has noted some informalities in relation to the use of various trademarks in the present application. Applicant has amended the specification to correct these informalities in the specification. Therefore, Applicant respectfully traverses this rejection.

REJECTION UNDER 35 USC §112

The Examiner has rejected Claims 1-4 and 7-9 under 35 USC §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicants regard as the invention. Applicant kindly acknowledges the Examiner's example. However, applicant has cancelled the rejected claims from the application, thereby rendering the rejection moot.

Applicant believes that all pending claims particularly point out and distinctly claim the subject matter of the present invention. Therefore, reconsideration and withdrawal of this rejection is respectfully requested.

REJECTIONS UNDER 35 USC §102

Claims 1-4 stand rejected under 35 USC §102(e) as being unpatentable over U.S. Patent No. 5,883,810 (Franklin). Applicant respectfully traverses this rejection.

It is believed that the originally filed claims are patentably distinct over this reference. However, in order to expedite prosecution of this application, applicants have cancelled Claims 1-14 and presented new Claims 15-21. Claims 15-21 are readable on the elected species A. In addition, these new claims are focused on a commercially realized embodiment of the invention concept. Applicant anticipates further prosecuting other aspects of the inventive concept in subsequent applications.

Applicants inventive concept is generally directed to a method for transacting an anonymous purchase. More specifically, independent Claim 15 recites "acquiring a purchase card from a purchase card provider, the purchase card includes an associated transaction number, but does not identify the purchaser". Claim 15 further recites "transacting a purchase with the retailer ... the retailer being independent from the purchase card provider" in combination with the other elements recited in the claim. Applicant notes that Franklin does not teach or suggest a purchase card that does not identify the cardholder.

Applicant further notes that these claim limitations also distinguish the claimed invention from other known purchasing cards, such as credit cards, debit cards and gift cards. Therefore, it is respectfully submitted that Claim 15, along with claims depending therefrom, defines patentable subject matter.

Applicant notes that independent Claim 18 recites similar subject matter, and thus should be allowable, along with claims depending therefrom, for the same reasons as Claim 15. Accordingly, Applicant respectfully requests reconsideration and withdrawal of this rejection.

CONCLUSION

All of the stated grounds for rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider all presently outstanding rejections and further requests that they be withdrawn. Accordingly, it is believed that a full and complete response has been made to the outstanding Office Action and, as such, the present application is in condition for allowance. If the Examiner believes that personal communication will expedite prosecution of this application, he is invited to telephone the undersigned at (248) 641-1230.

Prompt and favorable consideration of this response is respectfully requested.

Respectfully submitted,

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ATTACHMENT FOR SPECIFICATION AMENDMENTS

The following is a marked up version of each replacement paragraph and/or section of the specification in which underlines indicate insertions and brackets indicate deletions.

On page 6, second paragraph, please replace the paragraph to read as follows:

In the case of the "bricks and mortar" retailer, a pre-paid purchasing card is to be offered by the retailer in various predetermined denominations (e.g., \$25, \$50, or \$100). The consumer would visit the retail establishment 32, such as a 7-11 store, a [Wal-Mart] WAL-MART store, or a [Rite-Aid] RITE-AID store, to buy 31 one or more purchasing cards. An exemplary purchasing card 40 is shown in Figures 4A and 4B. The purchasing card 40 includes a unique and non-traceable Master Card or Visa credit account number 42 and an expiration date 44 which allows the consumer the ability to make a purchase(s) over the Internet or in other "bricks and mortar" retail establishments. It is envisioned that the card will have a predetermined expiration (e.g., six month) from the date the consumer activates the card. As will be more fully explained below, there is also a credit limit associated with each purchasing card.

On page 6, third paragraph, please replace the paragraph to read as follows:

Each purchasing card 40 is a non-recourse credit card issued by a credit card provider (e.g., [Citibank] CITIBANK, [BancOne] BANCONE, etc.). The credit card provider sells blocks of purchasing cards to a purchasing intermediary 35. Each purchasing card is sold for a predetermined denomination (e.g., \$23, \$47 or \$97) which corresponds to a credit limit that is associated with the purchasing card 40. The purchasing intermediary 35 in turn sells each purchasing card 40 at a slightly higher cost to a consumer. For instance, a consumer would pay \$25 for a purchasing card 40 which has an available credit limit of \$22. The \$3 difference in cost is a service fee captured by the purchasing intermediary 35. It should also be noted that as additional inducement for providing the actual physical purchasing cards, the credit card provider may receive a fee from the purchasing intermediary for each card which is activated and/or used by a consumer.